

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

AGUSTIN V. ARBULU, MARCIA
ARBULU, AGUSTIN K. ARBULU, and
LUCAS ARBULU,

Plaintiffs,

-vs-

Case No. 13-cv-13783

METRO HOME HEALTH CARE
NETWORK, INC., a Michigan corporation,
METRO HOME HEALTH CARE PLANS, INC.,
a Michigan corporation, GEORGE SHAEIB,
an individual, and METRO HOME HEALTH CARE,
upon information and belief a d/b/a for the
other named Defendants.

Defendants.

**DEFENDANTS METRO HOME HEALTH CARE NETWORK, INC., METRO HOME
HEALTH CARE PLANS, INC. AND GEORGE SHAEIB'S ANSWER TO COMPLAINT
AND AFFIRMATIVE DEFENSES**

Defendants Metro Home Health Care Network, Inc. ("Network"), Metro Home Health
Care Plans, Inc. ("Plans") and George Shaieb, by their attorneys, Williams, Williams, Rattner &
Plunkett, P.C. state:

1. Defendants, upon information and belief, admit the allegations.
2. Defendants, upon information and belief, admit the allegations.
3. Defendants lack knowledge or information sufficient to form a belief as to the
truth of the allegations.
4. Defendants lack knowledge or information sufficient to form a belief as to the
truth of the allegations.
5. Defendants deny the allegations. Network is a Michigan corporation with its

principal place of business located in Bingham Farms, Michigan.

6. Defendants deny the allegations. Plans is a Michigan corporation with its principal place of business located in Bingham Farms, Michigan.

7. According to documents available on the Michigan Department of Licensing & Regulatory affairs website, on December 23, 2009, Agustin V. Arbulu filed a Certificate of Assumed Name in which he indicated that Network was going to transact business under the name of "Metro Home Health Care Services." Defendants assert that Arbulu did not have the authority to file that Certificate. Furthermore, Shaieb has never transacted business under the name "Metro Home Health Care Services" and, as far as they are aware, Network and Plans have not transacted business under the name of "Metro Home Health Care Services."

8. Defendants admit the allegations.

JURISDICTION AND VENUE

9. Defendants do not contest jurisdiction.

10. Defendants deny that "unlawful acts" occurred but they do not contest venue.

11. Defendants deny the allegations.

12. Defendants deny the allegations.

13. Defendants admit that on or about April 1, 2009 Agustin V. Arbulu began his employment with Network in the position of Chief Executive Officer. Defendants also admit that Agustin V. Arbulu held the position of Chief Executive Officer of Plans. Defendants deny the remaining allegations. Agustin V. Arbulu was not employed by George Shaieb.

14. Defendants deny the allegations.

15. Defendants admit that Agustin V. Arbulu served as CEO of MHN and MHP from approximately April 1, 2009 through March 22, 2013. Defendants deny the remaining

allegations.

16. Defendants admit that Agustin V. Arbulu was provided with a group health plan through Priority Health but deny that Agustin V. Arbulu was employed by George Shaieb.

17. Defendants admit, upon information and belief, that Marcia Arbulu is Agustin V. Arbulu's wife. Defendants also admit that she was employed at various times by Network and/or Plans. Defendants deny that Marcia Arbulu was ever employed by George Shaieb.

18. Defendants, upon information and belief, admit the allegations.

19. Defendants deny the allegations in the manner and form alleged. On March 22, 2013, Defendants Network and Plans terminated the employment of Agustin Arbulu and Marcia Arbulu. Neither Arbulu was employed by George Shaieb, and George Shaieb, in his individual capacity, did not and could not terminate anyone.

20. Defendant denies the allegations in the manner and form alleged. Defendants admit that Plaintiffs were covered under a group health plan provided by Network. Defendants deny that George Shaieb provided a group health plan.

21. Defendants admit the allegations.

22. Defendants deny the allegations. Please see answer to paragraph 7.

23. Defendants admit the allegations.

24. Defendants admit the allegations.

COUNT I – VIOLATION OF COBRA

25. Defendants restate and reallege their answers set forth in paragraphs 1 through 24.

26. Defendants admit the allegations.

27. Defendants deny the allegations.

28. Defendants admit that Network provided Plaintiffs with a group health plan.

Defendants deny the remaining allegations.

29. Defendants admit the allegations.
30. Defendants deny the allegations.
31. Defendants deny the allegations.
32. Defendants deny the allegations.

WHEREFORE, Defendants Metro Home Health Care Network, Inc., Metro Home Health Care Plans, Inc. and George Shaieb respectfully request that this Honorable Court dismiss with prejudice the allegations in Plaintiff's Complaint.

By: /s/ Wayne Walker
Wayne Walker (P51290)
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.
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Dated: November 4, 2013

AFFIRMATIVE DEFENSES

Defendants Metro Home Healthcare Network, Inc., Metro Home Healthcare Plans, Inc. and George Shaieb, by their attorneys Williams, Williams, Rattner & Plunkett, P.C., for the defenses that they may or will assert at trial state:

1. Plaintiff has failed to state a claim upon which relief may be granted.
2. Plaintiff's claims are barred by the wrongful conduct rule.
3. Plaintiff has failed to mitigate his damages.
4. Plaintiff has unclean hands.
5. Plaintiff's claims are barred by fraud.

6. Agustin V. Arbulu's gross misconduct excuses Defendants from having to offer COBRA continuation benefits.

7. Defendants will add additional affirmative defenses as they become known.

By: /s/ Wayne Walker
Wayne Walker (P51290)
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.
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CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2013, I caused the foregoing document to be filed with the Court using the ECF system, which will provide notice to all counsel of record.

/s/ Wayne Walker
Wayne Walker